

THIS DEED OF AGREEMENT is made the <sup>18<sup>th</sup></sup> day of <sup>may</sup>  
One thousand nine hundred and <sup>eighty</sup> (1980)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE

OF DUNEDIN a "Corporation Sole" (hereinafter with  
his successors referred to as "the Proprietor") of the first  
part AND HER MAJESTY THE QUEEN acting by and through the  
Minister of Education (hereinafter referred to as "the  
Minister") of the second part

WHEREAS

- A The Proprietor is the owner of SACRED HEART  
Primary School, WAIKIWI (hereinafter referred  
to as "the School").
- B The School is a Roman Catholic Primary School  
for BOYS and GIRLS from NEW ENTRANTS to FORM TWO  
offering Education with a Special Character.
- C The School was established in 1963 and up to the  
effective date of integration was conducted and staffed  
by members of the Roman Catholic Religious Order of  
Women, known as SISTERS OF MERCY. The said  
Order will continue after the effective date of  
integration to offer teaching staff to the school, so  
long as it has members available for that purpose.
- D The Minister and the Proprietor have agreed to enter  
into this Deed of Agreement pursuant to the Private  
Schools Conditional Integration Act 1975, whereby the  
School is to be established as an integrated school.

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NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY  
COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS:-

1. THAT the Minister and the Proprietor HEREBY AGREE that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.
3. ON behalf of the Proprietor is hereby agreed that:-
  - (a) The Proprietor is the owner of all the land and improvements more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purpose of this Deed of Agreement being the land and improvements more particularly described in the Second Schedule hereto (hereinafter referred to as "the School premises").
  - (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other

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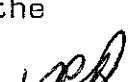
assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels - PROVIDED THAT -

- (i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.

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- (iii) As at the effective date certain chattels used in conjunction with the School and not purchased with money appropriated by Parliament represent donations or presentations to the School and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property of the Proprietor notwithstanding that the Proprietor may continue to allow the School the use of them. Such chattels are more particularly described in the Third Schedule hereto (herein referred to as the "Proprietor's chattels").
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the Fourth Schedule hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements to be carried out in accordance with the dates specified against such improvements in the Fourth Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Fourth Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.
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- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40 (2) (d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40 (2)(h) of the Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a similar position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975
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apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land.

SUBJECT TO a debt due to the ROMAN CATHOLIC DIOCESE OF DUNEDIN.

5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Dunedin, New Zealand, for the Roman Catholic Community of the Diocese of Dunedin which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:-

The School is a Roman Catholic School in which the whole School community through the general School programme and in its Religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These values are as expressed in the Scriptures and in the practices, worship and doctrine of the Roman Catholic Church, as determined from time to time by the Roman Catholic Bishop of the Diocese of Dunedin.

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6. THE Proprietor of the School subject to the provisions of this Deed of Agreement:-

- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
- (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;
- (c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

7. (a) THE Controlling Authority of the School shall be the Education Board of the SOUTHLAND Education District as constituted pursuant to Section 15 of the Education Act 1964.

(b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of:-

- (i) One (1) member to be appointed by the Proprietor of the School;

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- (ii) EIGHT (8) members to be elected by the parents of children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provisions of the School Committee Administration Regulations 1965 and subtracting one from that number.
- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor, and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) The control and management of the School shall be exercised subject to the provisions of Section 25 (6) of the Private Schools Conditional Integration Act 1975.

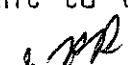
8. THE School had a roll of two hundred and two (202) pupils as at the 30th September 1979 being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the school shall be two hundred and six (206) pupils.

9. THE Proprietor agrees that pursuant to Paragraphs (d) and (e) of Clause 3 of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time

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to time by the Director-General for a comparable State School.



10. (a) PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general religious connection with the Special Character of the School.
- (b) In accordance with Section 7 (6) (h) of the Private Schools Conditional Integration Act 1975 unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to TEN (10) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.
- (c) Wherever any difficulty arises related to enrolment at the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.
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11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Dunedin shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

12. THE Proprietor, together with his servants, agents and licensees, shall, subject to the proviso to Section 40 (2) (i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

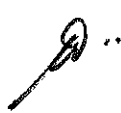
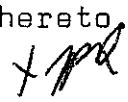
13. THE Proprietor, together with his servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable him to exercise the powers and carry out the responsibilities vested in him and imposed on him by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

14. AN advertisement for the position of Principal of the School shall in accordance with Section 65 (1) (a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction



appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

15. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65 (1, (b) of the Private Schools Conditional Integration Act 1975, which position shall be part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fifth Schedule hereto



16. A person appointed as aforesaid to the position of Director of Religious Studies at the School, shall undertake such teaching duties, if any, as may be required by the Principal of the School.

17. THERE shall be one (1) other teaching position at the school which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975, shall be a position of importance carrying a responsibility for Religious instruction and an advertisement for this position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to this position shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fifth Schedule hereto.

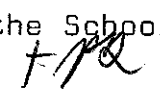

18. THERE shall be a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65 (1) (d) of the Private Schools Conditional Integration Act 1975 and the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state that a willingness and ability to take part in Religious instruction

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appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Senior Teacher Junior Classes shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fifth Schedule hereto.

19. THE position of Deputy Principal at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular capabilities in the teacher appointed, namely to assist in planning and organising the courses and programmes of the School to ensure that they reflect the Special Character of the School, and an advertisement for the position of Deputy Principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Deputy Principal shall accept these requirements as a condition of appointment.

20. THE Proprietor may with the consent of the School Committee in accordance with Section 69 (1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.



21. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69 (2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

22. THE Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

23. THE School is a Primary School for GIRLS and BOYS from NEW ENTRANTS to FORM TWO and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.



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24. WHERE any of the costs associated with the conduct of the Proprietor's land that is not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

25. IT is acknowledged by and between the parties hereto pursuant to Clause 24 hereof that certain of the services and facilities on or serving the Proprietor's land<sup>and</sup>/the residence thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular the water supply, the power supply and the sewerage and drainage systems and the driveway entrance to the School are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in Clause 24 hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make services or facilities available to the School premises.

26. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.



27. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the School year ending the 31st day of January 1981 to any person employed at the School up to the effective date of integration.

28. THE Minister shall subject to Clause 3 (d) and (e) of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School under the same Controlling Authority and subject to Clause 3 (b) (iii) hereof provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

29. THE effective date of this Deed of Agreement shall be the 26th day of May 1980.

30. ON and after the effective date specified in this Deed of Agreement the School shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

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IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

SIGNED by

the Bishop J.P. KAVANAGH

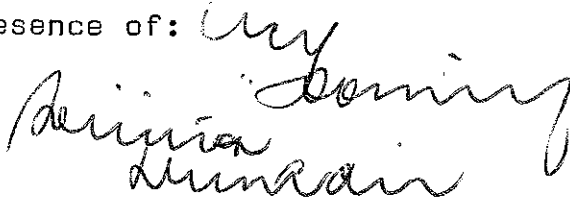
of the Diocese of Dunedin and



Sealed with the Seal of Office of the

Diocese of Dunedin in the

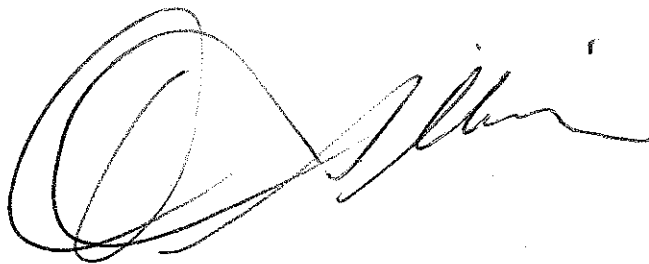
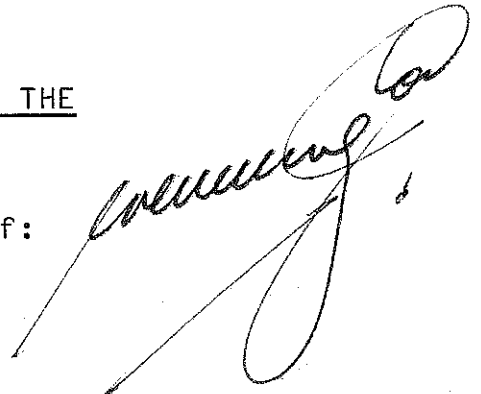
Presence of:



SIGNED FOR AND ON BEHALF OF HER MAJESTY THE

QUEEN by MERVYN LANGLOIS WELLINGTON

Minister of Education in the presence of:



FIRST SCHEDULE

THE PROPRIETOR'S LAND

All that the land, School buildings, Hall, Presbytery, Church and part Convent and other improvements owned by the Roman Catholic Bishop of Dunedin situated at Main North Road, Invercargill, New Zealand being known as the Sacred Heart School, Main North Road, Invercargill and being more particularly described as follows:

FIRST all that freehold parcel of land containing 959 square metres more or less being Lot 26 on Deposited Plan 1773 and being Part Section 14, Block 4, Invercargill Hundred and being all the land in Certificate of Title 107/62 (Invercargill Registry)

SECONDLY all that freehold parcel of land containing 4689 square metres more or less and being Part of Lot 25, Deposited Plan 1773 and being Part Section 14, Block 4, Invercargill Hundred and being all the land in Certificate of Title 48/16 (Invercargill Registry)

THIRDLY all that freehold parcel of land containing 2.4081 Hectares more or less and being Lot 1, Deposited Plan 5706 and being also Part Section 14, Block 4, Invercargill Hundred and being all the land in Certificate of Title 217/22 (Invercargill Registry)

The land as described above is subject to a debt to the Roman Catholic Diocese of Dunedin.

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SECOND SCHEDULE

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto which is delineated in red on the annexed plan of the Proprietor's land, which plan forms part of this Schedule, TOGETHER WITH all the School buildings and other improvements thereon.

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THIRD SCHEDULE

All those chattels of the Proprietor which in terms of Clause 3 (b) (iii) of this Deed of Agreement represent donations or presentations to the School and/or have some special intrinsic and/or historic value to the School and which chattels shall remain the exclusive property of the Proprietor as herein provided and being more particularly described as follows:

1. Two pictures of Sacred Heart
2. Two large Statues (white)
3. One Crucifix (Standing)
4. Three First Communion Photos (framed)
5. One photo of school pupils (framed)

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SACRED HEART SCHOOL, WAIKIWI, INVERCARGILL

FOURTH SCHEDULE

WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL.

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school.

In those cases where the words "half cost to be met by Education Board" appear in relation to particular works, the building supervisor of the Southland Education Board shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>Fencing</u>						
Replace two wires and strain south boundary fence						
<u>Courts</u>						
Clean out mud sump at tennis courts		x				
<u>Grounds</u>						
Provide drainage channel and mud sump from concrete apron adjoining grassed area at north side of school		x				
Provide sealed driveway 7m wide						
Replace incinerator		x				
BLOCK 2						
<u>Exterior</u>						
Replace broken foundation vents south wall						
Repair sun screens						
Replace rotten window scribe south east corner						
Repair outside seating						
Replace plywood panels under windows						
<u>Interior</u>						
Area 1						
Repair window winding gear						
Ease all windows						
Repair crack in fibrous plaster wall						
Redecorate (half cost to be met by education board)						

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AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK 2 (continued) Interior (continued)	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
Area 2						
Repair window winding gear						
Repair broken window		x				
Repair crack in fibrous plaster wall		x				
Redecorate (half cost to be met by education board)		x				x
Area 3						
Repair window winding gear						
Replace window catch		x				
Redecorate (half cost to be met by education board)		x				
Area 4						
Repair window winding gear						
Ease windows		x				
Redecorate		x				
Area 5						
Repair window winding gear						
Redecorate		x				
Area 6						
Repair window winding gear						
Replace external sliding door track						
Redecorate (half cost to be met by education board)		x				
Replace weatherstrip on exterior door and adjust		x				
Ease windows		x				
Area 8						
Replace wired glass panel at west entry						
Replace glass panel in south wall		x				
Redecorate (half cost to be met by education board)		x				
Area 9						
Replace broken wired glass						
Redecorate (half cost to be met by education board)		x				
Area 10						
Replace three toilet seats						
Area 11						
Repair hardboard wall of cubicles		x				

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AGREED PHASING OF WORK TO BE COMPLETED BY

	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 2 (continued)						
Area 11 (continued)						
Replace door locks		x				
Repair ceilings		x				
Clean down and paint toilet cisterns		x				
Replace cupboard door		x				
Area 13						
Ease windows		x				
Replace skylight surround in toilet		x				
Redecorate		x				
Area 14						
Repair walls		x				
Replace door sign		x				
Seal around splash board surround		x				
Repair linoleum		x				
Redecorate		x				
Mechanical						
Areas 1 to 6						
Remove all existing heaters except the wall mounted electric skirting heater in area 1						
Install 4 x 2KW wall mounted electric skirting heaters controlled by a wall mounted thermostat in each area		x				
Area 8						
Install guarding around heaters to prevent occupants touching hot surface						
Area 9						
Install guarding around heaters to prevent occupants touching hot surfaces		x				
Areas 10 - 11						
Provide frost protection by installing one wall mounted 480W electric tubular heater with low temperature thermostat in each area		x				
Secure water heater in area 11 to resist earthquakes	x					

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AGREED PHASING OF WORK TO BE COMPLETED BY

	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.4.85
BLOCK 2 (continued)						
<u>Mechanical</u> (continued)						
Area 13						
Replace portable heater with 1 x 1.5KW wall mounted thermostat controlled electric skirting heater		x				
Area 14		x				
Install 1 x 1.2KW wall mounted thermostat controlled electric skirting heater						
<u>Electrical</u>						
Area 1 - 6						
Upgrade lighting with fluorescent fittings to meet state school standards						
General						
Repair and protect main earth at earth rod	x					
Fix covers on convector heaters in areas 8 and 9	x					
Replace damaged flexible conduit and fix earth wire in top connector box of water heater in area 11	x					
Install a new 16mm neutral screen single phase water heating sub-main cable to Block 2. Reconnect existing water heating phase in existing sub-mains to the third phase power and light in Block 1 and redistribute the (two phase) power and light load in Block 2 over the three phases						
Replace sub-main cable to Block 2 with a 4 core 50 mm <sup>2</sup> PVC/PVC/SWA/PVC cable and provide separate metering in Block 2		x				
<u>Fire Protection</u>		x				
<u>Egress</u>		x				
Provide alternative means of egress by removing an existing horizontally pivotted window in each of areas 1 - 5 and replacing with two side hung sashes	x					
Remove dead bolts from the key operated mortice locks fitted to classroom doors areas 1 - 6	x					
Remove the key operation from both sides of the dead lock from the end passage door by area 3	x					

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AGREED PHASING OF WORK TO BE COMPLETED BY

	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<p><u>Fire Protection (continued)</u>  <u>Extend the landing outside the external doors of</u>            passage 9 by area 5 so that the door when open does            not overlap the step</p> <p><u>Linings</u>            Areas 8 and 9            Upgrade the linings and ceilings with the fire            retardant paint approved by MWD and applied in            accordance with manufacturer's specifications.</p> <p><u>Fire Alarms</u>            Install a fail safe low voltage manual fire alarm            system with one bell in each of areas 8 and 9 and            a call point on the wall of the main entrance            between areas 10 and 11</p> <p><u>Structural</u>            Reduce the veneer height facing area 7 (milling area            and main exit) to that set down in PW81/10/1 Design            of Public Buildings</p> <p>Strengthen wall of cycle shed to MWD requirements</p> <p><u>BUILDING REQUIREMENTS</u>            Provide three classrooms of 65m<sup>2</sup> each            Provide a male staff toilet            Provide an additional WC in boys' toilet</p>	x					
		x				x
	x	x				
		x				
Remodel one classroom to provide a library/multipurpose room of 56m <sup>2</sup>						
Remodel one classroom and administration area to provide Resource workroom of 14m <sup>2</sup>						
Staffroom of 18m <sup>2</sup>						
Staff kitchen of 4.5m <sup>2</sup>						
Principal's office of 11m <sup>2</sup>						
School office of 8m <sup>2</sup>						
Casualty/sickroom of 9m <sup>2</sup>						

9.

1984





# FIFTH SCHEDULE

Schedule of staff appointments to Sacred Heart Primary School, WAIKIMU under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School

Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975	Number of Staff to be so Appointed	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B1 or Higher	Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975	Number of Staff to be so Appointed	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	1	-	-	-	-
2	1	-	-	1	-
3	1	-	-	1	-
4	1	-	-	2	-
5	1	-	-	1	1
6	1	1	-	2	1
7	1	1	1	1	1
8	1	1	1	2	1
9	1	1	1	2	1
10	1	1	1	3	1
11	1	1	1	3	1
12	1	1	1	4	1
13	1	1	1	4	1
14	1	1	1	5	1
15	1	1	1	6	1
16	1	1	1	7	1
17	1	1	1	7	1
18	1	1	1	7	1
19	1	1	1	8	1
20	1	1	1	8	1
21	1	1	1	9	1
22	1	1	1	9	1
23	1	1	1	9	1
24	1	1	1	10	1
25	1	1	1	10	1
26	1	1	1	11	1
27	1	1	1	11	1
28	1	1	1	12	1
29	1	1	1	12	1
30	1	1	1	13	1

## NOTES:

- The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School (1) hereof to determine the number of teaching positions at the School which in terms of Section 65 (1) (a), (b), (c) and (d) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1975 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read across from left to right.
- Column (5). Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers
- The School as at the effective date hereof has a staffing entitlement of seven (7) teachers.